



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

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Molly Joseph Ward
Secretary of Natural Resources

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STATE WATER CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO VERIZON VIRGINIA, LLC

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.34:20, between the State Water Control Board and Verizon, for the purpose of resolving certain violations of the State Water Control Law and the applicable regulations.

SECTION B: Definitions

Unless the context indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Aboveground storage tank" or "AST" means any one or combination of tanks, including pipes, used to contain an accumulation of oil at atmospheric pressure, and the volume of which, including the volume of the pipes, is more than ninety percent above the surface of the ground. This term does not include line pipe and breakout tanks of an interstate pipeline regulated under the Hazardous Liquid Pipeline Safety Act of 1979 or the Natural Gas Pipeline Safety Act of 1968, as amended.
2. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
3. "Containment and cleanup" means abatement, containment, removal and disposal of oil and, to the extent possible, the restoration of the environment to its existing state prior to an oil discharge.
4. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.

5. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
6. "Discharge" means any spilling, leaking, pumping, pouring, emitting, emptying or dumping.
7. "Location" means the facility, land, road, storm drain(s) or state water(s) where the oil discharge occurred. The Facility is located 703 E. Grace Street, Richmond VA 23219. Facility ID: 4005486.
8. "Verizon" means Verizon Virginia, LLC, a limited liability company authorized to do business in Virginia and its members, affiliates, partners, and subsidiaries. Verizon Virginia, LLC is a "person" within the meaning of Va. § 62.1-44.34:14.
9. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
10. "Oil" means oil of any kind and in any form, including, but not limited to, petroleum and petroleum by-products, fuel oil, lubricating oils, sludge, oil refuse, oil mixed with other wastes, crude oils and all other liquid hydrocarbons regardless of specific gravity. *See* Va. Code §62.1-44.34:14.
11. "Operator" means any person who owns, operates, charters, rents or otherwise exercises control over or responsibility for a facility or a vehicle or vessel.
12. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.
13. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code. Article 11 (Va. Code §§ 62.1-44.34:14 through 62.1-44.34:23) of the State Water Control Law addresses discharge of oil into waters.
14. "State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3.
15. "Va. Code" means the Code of Virginia (1950), as amended.
16. "VAC" means the Virginia Administrative Code.
17. "Vehicle" means any motor vehicle, rolling stock or other artificial contrivance for transport whether self-propelled or otherwise, except vessels.
18. "Warning Letter" or "WL" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.

SECTION C: Findings of Fact and Conclusions of Law

1. On February 16, 2016, Verizon notified DEQ about a discharge of oil in the form of diesel fuel from the 10,000 gallon aboveground storage tank at the Location.
2. Approximately 4,000-gallons of diesel fuel were released to the subsurface and impacted groundwater. Diesel fuel was discovered shortly after seeping into the basements of the buildings located at the Location and at 118 North 8th Street.
3. Verizon contracted Clean Harbors to initiate containment and cleanup of diesel fuel discovered in the basements of both buildings and to remove all diesel fuel-impacted carpet, dry wall, and ceiling tiles. Verizon contracted with Arcadis to complete containment and cleanup activities. A survey of the nearby sewer system did not indicate the presence of diesel fuel.
4. On February 26, 2016, approximately 1.5 inches of diesel fuel was detected on the water surface inside of the sump. An underground spring is located in the basement of the Location. Groundwater flow from the spring is controlled by a sump recovery system that discharges to the City of Richmond storm water system. A sump treatment system was installed to assist with recovery of diesel fuel from the sump and to treat diesel-impacted groundwater prior to discharge to the City of Richmond storm water system.
5. Va. Code § 62.1-44.34:18 prohibits the discharge of oil into or upon state waters, lands, or storm drain systems that violate applicable water quality standards or cause a film or sheen upon or discoloration of the surface of the water.
6. On March 10, 2016, DEQ issued Notice of Violation No. 16/03/PRO-500 to Verizon.
7. On March 31, 2016, Arcadis, on behalf of Verizon, submitted to DEQ the Initial Abatement Report. Based on observations made during the initial containment and cleanup activities, the discharge was from piping between the fueling port and the aboveground storage tank located in the basement.
8. From April 19 – 21, 2016, Arcadis oversaw the completion of containment and cleanup of the Location. Eleven soil borings were completed, three groundwater monitoring wells were installed, a site survey was completed, and a comprehensive groundwater monitoring and sampling event was conducted.
9. On June 1, 2016, Arcadis submitted the Site Characterization Report. Arcadis recommended that, based on the results of containment and cleanup activities, additional containment and cleanup should be included in a Corrective Action Plan and approved by DEQ.
10. On September 14, 2016, Arcadis submitted a Corrective Action Plan that was approved by DEQ. Following the completion of three proposed Aggressive Fluid Vapor Recovery (AFVR) events, Arcadis was to initiate a quarterly groundwater monitoring and sampling

program at the Location. Arcadis proposed completing three consecutive monthly 8-hour AFVR events utilizing groundwater monitoring well to reduce free product to the extent possible. The purpose of the proposed quarterly groundwater monitoring and sampling program is to evaluate the proposed AFVR events, document the presence, if any, of measurable free product, and to demonstrate stable and/or decreasing trends of dissolved-phase chemicals of concern at the Location to the VADEQ.

11. Based on the results of February 16, 2016 inspection, the Initial Abatement Report, and the Site Characterization Report, the State Water Control Board concluded that Verizon Virginia, LLC has violated Va. Code § 62.1-44.34:18, which prohibits the discharge of oil into or upon state waters, lands, or storm drain systems, as described in paragraphs above.
12. DEQ staff and representatives of Verizon have agreed to the steps set out in the Schedule of Compliance, which is incorporated as Appendix A of this Order.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code § 62.1-44.34:20, the Board orders Verizon and Verizon agrees to:

1. Perform the actions described in Appendix A of this Order; and
2. Pay a civil charge of \$13,330 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Verizon shall include its Federal Employer Identification Number (FEIN) (-) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Petroleum Storage Tank Fund (VPSTF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Verizon shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Verizon for good cause shown by Verizon, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order and NOV #16/03/PRO-500 issued on March 10, 2016. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Verizon admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Verizon consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Verizon declares it has received fair and due process under the Administrative Process Act and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Verizon to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Verizon shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Verizon shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Verizon shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

- a. the reasons for the delay or noncompliance;
- b. the projected duration of any such delay or noncompliance;
- c. the measures taken and to be taken to prevent or minimize such delay or noncompliance;
and
- d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Verizon. Nevertheless, Verizon agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. The Director or his designee terminates the Order after Verizon has completed all of the requirements of the Order;
 - b. Verizon petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
 - c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Verizon.

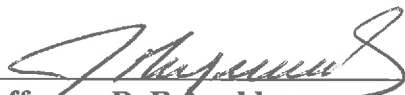
Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Verizon from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Verizon and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Verizon certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Verizon to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Verizon.

14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.

15. By its signature below, Verizon voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 10 day of August, 2017



Jefferson D. Reynolds
Director of Enforcement
Department of Environmental Quality

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Verizon Virginia, LLC voluntarily agrees to the issuance of this Order.

Date: 6/7/17 By: Randolph S. Moore, Environmental Manager
(Person) (Title)

Commonwealth of Virginia

City/County of Chesterfield

The foregoing document was signed and acknowledged before me this 7 day of

June, 20 17, by Randolph S. Moore who is

Environmental Manager of Verizon Virginia, LLC on behalf of the corporation.

C Moore

Notary Public

7631955

Registration No.

My commission expires: 12/31/2019

Notary seal:



APPENDIX A SCHEDULE OF COMPLIANCE

1. Verizon shall continue to implement and complete the Corrective Action Plan submitted by Arcadis on September 14, 2016 in accordance with its terms and the schedule contained therein.

2. **Contact**

Unless otherwise specified in this Order, Verizon shall submit all requirements of Appendix A of this Order to:

Robyne Bridgman
PRO Remediation Manager
Department of Environmental Quality
4949-A Cox Road
Glen Allen, VA 23060
(804) 527-5020
Robyne.Bridgman@deq.virginia.gov